

COLLECTIVE BARGAINING AGREEMENT

Between

COUNTY OF BEAVER

And the

Beaver County Detectives Association  
Third Revision

For The Period

January 1, 2014

Through

December 31, 2016

C/Drive

First Revision

December 19, 2013

Second Revision

February 26, 2014

Third Revision

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## ARTICLE I

### RECOGNITION

#### 1.1 Recognition

The Commissioners of Beaver County, managerial representatives of the County, for purposes of collective bargaining, hereinafter “county”, recognizes the Beaver County Detectives Association or its lawful successor as certified by the Pennsylvania Labor Relations Board, hereafter “Union”, as the sole and exclusive bargaining representative for detectives employed in the office of the District Attorney of Beaver County, hereinafter “Employees.” The County enters into this agreement pursuant to the Authority granted by the Police and Fire Fighters Collective Bargaining and Arbitration Act, commonly known as Act 111, Act of June 24, 1968 P.L. 237 No. 111, the Pennsylvania Labor Relations Act of June 1, 1937, P.L. 1168 No. 294, 43 P.S. Section 211.1 *et seq.*, and pursuant to the Authority granted to the County by the County Code specifically 16 P.S. Section 1620. Nothing in this agreement shall, in any way, affect the hiring, discharging, and supervisory rights and obligations of the District Attorney of Beaver County and to the extent that any provision of this agreement may conflict with such rights, such shall be resolved pursuant to Article 26 of this Agreement.

#### 1.2 Union Recognition Limitation

The recognition of the Union as the sole and exclusive bargaining representative does not extend to the following classes of nonprofessional employees within the following grantor-grantee relationship:

- (a) Persons hired for a definite period of time of less than Twelve (12) consecutive calendar months with no reasonable expectation of extended employment beyond the initial hiring period;
- (b) Persons hired for a definite project, with a known termination date within Twelve (12) months from date of hiring.

#### 1.3 Union Recognition Exclusions

The recognition of the Union as the sole and exclusive bargaining representative specifically excluding the following classes professional and nonprofessional employees:

- (a) Supervisors, managerial and confidential employees, and guards;
- (b) Temporary, seasonal, or irregular employees.

## 1.4 Definitions

- (a) Full-time Employee: In those departments where the normal work day is Eight (8) hours, inclusive of lunch time, a person who is on a regular basis scheduled for Thirty-three (33) hours or more in a work week, provided that the employee had successfully completed the probationary period prescribed in this agreement and that it is his primary place of employment.

## ARTICLE II

### MANAGEMENT RIGHTS

#### 2.1 Management Rights Defined

The employer shall exercise its management rights, without restriction, except for those specific restrictions imposed by this Agreement. Management rights shall be defined as being matters of inherent managerial policy which shall include, but not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of services, and its overall budget, utilization of technology, the organizational structure and direction of personnel.

## ARTICLE III

### UNION RIGHTS

#### 3.1 Contract Distribution

The Union agrees to distribute copies of the contract, to all new employees, and inform them of the Union's designation as the exclusive bargaining agent for wages, benefits, hours and other terms and conditions of employment.

#### 3.2 Union Employee Access

The County agrees to permit the Union to have access to the members of the bargaining unit when the Union official indicates his presence to the Employee Relations department and the Union access does not result in an interruption of work. The Union will be permitted to utilize space on Three (3) bulleting boards in the Court House.

#### 3.3 Union Use of Facilities

The Union shall be permitted to use of courtroom facilities, for Union meetings, by request to the Court Administrator. The Administrator shall receive the request, in writing, at least Five (5) days in advance of the proposed meeting. The use of such facilities shall not be unreasonably withheld.

### 3.4 Union Information

The County will supply non-confidential information to the Union for the purposes of allowing it to bargain collectively and handle grievances and arbitration matters.

### 3.5 Employee Stewards

A steward shall be permitted to investigate, present and process grievances, on or off the property of the Employer, without loss of time or pay, provided the permission of the County Contract Administrator is first received. This permission shall not be withheld provided the steward submits legitimate reasons for the necessity of such action.

### 3.6 COPE Payroll Deduction

Employees may authorize, in writing, a voluntary contribution to the AFL-CIO Committee on Political Education (C.O.P.E. Fund). Such authorization may voluntarily be revoked, at any time, by the employee. An employee's contribution to this fund, revocation of such contribution or non-contribution, shall not be a condition of employment.

## ARTICLE IV

### UNION SECURITY

#### 4.1 Employee Union Membership

All employees, who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall, as a condition of their employment, maintain their membership of the Union, in good standing, for the duration of the Agreement. Failure of any such person to maintain his membership in good standing as required herein shall, upon written notice to the County by the Union to such effect, obligate the Employer to discharge such person.

#### 4.2 Employee Union Removal

Employees who are, or who may become members of the Union, may resign from the Union during the period of Fifteen (15) days prior to the expiration of this Agreement.

#### 4.3 Dues Deduction

The County agrees to deduct monthly union dues, and/or uniform assessments of the local Union from the first pay each month of any employee from whom written authorization is received, and to send such dues to the Secretary-Treasurer of the Union on or before the end of the month for which the deduction is made. An employee shall have the right to revoke such authorization by giving written notice to the County and the Union during the period of Fifteen (15) days prior to the expiration of this agreement.

#### 4.4 Contract Changes

If agency shop is authorized by the legislature, the County and Union shall meet within Thirty (30) days to effect implementation of such Union security. Such implementation shall occur within a reasonable time.

### ARTICLE V

#### SCHEDULING AND OVERTIME

##### 5.1 Employee Work Day

For employees working on single shift operations, the regular work day shall consist of Eight (8) consecutive hours beginning at 8:30 a.m., inclusive of a one-half (½) hour lunch period.

##### 5.2 Employee Work Week

The County may establish a Monday to Friday afternoon shift. Such shift will be staffed by the detective who is assigned “on-call” responsibility in that calendar week. The staffing responsibility for this afternoon shift shall be rotated equally among the detectives. In addition to the above, the District Attorney may alter a detective’s normal 8:30 a.m. to 4:30 p.m. shift on a temporary basis if their assignment(s) necessitate working another shift to complete that assignment. The normal work week shall consist of Five (5) consecutive days commencing on Monday.

##### 5.3 Overtime

Employees will be paid Time and One-half (1½) for all time worked in excess of Eight (8) hours a day or Forty (40) compensable hours per week.

##### 5.4 No Pyramiding Overtime

For purposes of this section, a holiday shall be treated as time worked.

##### 5.5 Work Week Start-Up

The work week shall begin 12:01 a.m. Sunday morning, or the shift changing time closest thereto.

##### 5.6 Call Out

Any employee who is called out to work, or who is called back to work after completing his regular work, shall be guaranteed Three (3) hours pay at the appropriate rate.

## 5.7 No Overtime Refusal

No employees shall be justified or warranted, without valid reason, to refuse overtime on any day when the necessity for doing such overtime work arises because the job must be finished that day or because of any emergency that reasonably necessitated the doing of such overtime work.

## 5.8 Coffee Break

Each employee is entitled to a Fifteen (15) minute break during each One-half ( $\frac{1}{2}$ ) work shift.

# ARTICLE VI

## SENIORITY

### 6.1 Seniority Defined

Seniority is defined herein as the length of continuous service an employee has with the County as a Detective in the District Attorney's office. Seniority shall be accumulated during absences due to illness, layoff or leave of absence as long as such seniority/continuous services is not terminated in accordance with other provisions of this agreement.

### 6.2 Reductions in Force

In the event of a reduction in force, the most junior person shall be reduced.

### 6.3 Recall

- (a) In the event the County recalls employees in the office, employees displaced and/or on layoff from said office shall be rehired in reverse order in which they were laid off.

### 6.4 Seniority Broken

Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns;
2. An employee is discharged for cause.
3. An employee retires from active service

### 6.5 Vacation Calculation

For purposes of computing vacation entitlement, each employee shall be permitted to count all years of continuous service with the County.



## 6.6 Temporary Employees

The District Attorney may at his discretion (and subject to appropriate authorization from the Salary Board) hire temporary detectives to supplement the force. Such temporary employees shall be paid at least sixty percent (60%) of the base rate for Detectives then in effect for all hours worked. The District Attorney shall at all times retain discretion on the appointment of full-time detectives and is not required to promote a temporary detective to an available full-time position.

## 6.7 Probationary Employee

All new employees shall be considered probationary employees for a period of Thirty (30) working days from the beginning of their employment, during which time they shall have no benefits and be bound by all of the other provisions of the Agreement. A new employee may be summarily dismissed within said Thirty (30) working day period, from the date of employment, at the sole discretion of the County. If such employee is retained beyond this Thirty (30) day probationary period from the beginning of employment, he shall immediately thereafter be classified as regular employee and his seniority shall commence as of the date he began work, and all of his rights and benefits, under this Agreement, shall accrue from the beginning of his employment.

## 6.8 Union Membership Records

The County agrees to supply the Union, within Two (2) weeks after execution of the Agreement, a list containing the names and addresses of all employees covered by this Agreement with their length of service with the County.

# ARTICLE VII

## GRIEVANCE PROCEDURE

### 7.1 Disputes Jurisdiction

All disputes between the Employer and the Union, or between the Employer and any of its employees relating to this Agreement, its meaning, application or interpretation, shall be settled in accordance with the following grievance procedure:

- Step One: All grievances must be initiated within Five (5) working days of the alleged occurrence. It shall first be discussed orally, by the grievant and/or his steward and the employee's immediate supervisor. The supervisor must give his/her answer within Ten (10) working days of such meeting.
- Step Two: If a satisfactory settlement is not reached in Step One, the grievant must reduce his grievance, to writing, and give or send a copy of the same to the same to the appropriate personnel director and the Union within Ten

(10) working days after receipt of the Step One answer. The Employee Relations Director and one of the Union officers and/or business agents, or stewards, shall meet in an attempt to settle the dispute. A written answer must be given by the Employer within Ten (10) working days after such meeting.

Step Three: If the grievance is not settled in Step Two, the Union's full-time officer and/or business agent shall meet and attempt to settle the grievance within Ten (10) working days after receipt of the Step Two answer. A written answer must be given by the Employer with Ten (10) working days after such meeting.

Step Four: In the event no agreement is reached at Step Three, either the Union or the Employer may, upon written notice to the other, appeal the grievance to arbitration within Ten (10) working days after receipt of the Step Three answer. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within Ten (10) working days after the notice of appeal to arbitration.

If the parties are unable to mutually agree upon an impartial arbitrator within Ten (10) working days, then the Employer and the Union shall request the Pennsylvania Bureau of Mediation to submit a panel of Seven (7) names of suggested arbitrators. The parties shall then select the impartial arbitrator, from such list, until but One (1) name remains. The Employer shall strike the first name.

The decision of the impartial arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify its terms.

The expense of the impartial arbitrator selected, the hearing room, and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Employer and the Union.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### 8.1 Membership Update on Union Employees Records

The County agrees to provide the Union with a regular monthly notice of all new appointments, their addresses, resignations and retirements affecting employees within the bargaining unit.

#### 8.2 Safety Clause

No employee shall be required to work under conditions that are unsafe or hazardous; however, it is agreed that all employees shall perform the work first, and then grieve the determination of “unsafe or hazardous” conditions, unless there is a clear and present threat to the employee’s safety.

#### 8.3 Entire Agreement

The County and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties and constitutes the entire agreement between the parties.

#### 8.4 No Strike/No Lockout

It is understood that there shall be no strike or lockout during the life of the Agreement.

#### 8.5 Pension meetings

The Union shall notify the County of the employees selected to observe meetings concerning the pension system and to receive reports concerning same.

#### 8.6 Part-time Benefits

Temporary employees will receive no fringe benefits other than pro-rated vacation and sick leave.

#### 8.7 Equipment

The County shall continue to provide to the employees such equipment as is required for the performance of their jobs as determined by the District Attorney.

## 8.8 Tuition Reimbursement

Tuition will be reimbursed for approved, job-related education up to \$1800 per calendar year. There is a limit of \$5400 per year on this benefit. Employees must remain employed by the County for one (1) year after completion of course, or reimburse expense. Employee must also attain at least a "C" in the course. It was agreed to compensate detectives per degree attained, Associates Degree would be \$250 per year. Bachelor degree would equal \$500 per year, Masters Degree would be given \$1,000 a year and Doctors degree would be \$1,500 per year. This would only be paid with attainment of the actual degree, not just attending classes

## 8.9 Time Off For Union Business

During the term of this Agreement, the County agrees to permit employees designated by the Union to take time off with pay for Union business, subject to the following conditions:

- (a) No more than twenty (20) days per year (160 hours) for all bargaining units represented by Beaver County Detectives Association will be paid. Such days may be consecutive.
- (b) The Union must identify in writing to the appropriate Department Head or Elected Official and to the County Human Resources Director at least one (1) week in advance of the requested date(s) the employees it designates to be relieved from duty for Union business. Management shall not unreasonably withhold permission. Employees so designated shall be paid by the County their straight time earnings, not to exceed eight (8) hours per day, for the period of absence. The time so paid shall not be considered as time worked for purposes of calculating overtime pay.
- (c) The County shall not be required to replace on the schedule any employee so designated by Union. In the event the County determines to replace the employee, it is agreed that part-time employees may be utilized to fill the vacancy. In no event will the County be required to incur an overtime obligation to replace the designated employee.
- (d) The parties agree to review the practice of granting paid time off for Union business as needed to ensure that the operation needs of the County Government are adequately met. In the event there is abuse of the practice by the Union and/or the employees, the County may discontinue the practice, subject to the provisions of the Grievance Procedure.

## 8.10 Complement of Detectives

For the duration of this Agreement, it is agreed that a complement of eight (8) full time Detectives (inclusive of the Chief, Assistant Chief, Lieutenant and Captain) shall be maintained.

#### 8.11 Labor Management Public Meetings

The parties agree to create a Labor-Management Committee as needed or desired for the purpose of jointly communicating to the public the services offered by the County Government and its employees. The Committee will meet periodically to discuss, plan and implement methods of public outreach through verbal and written presentations and public appearances.

### ARTICLE IX

#### DISCIPLINARY ACTION

##### 9.1 Employee Discipline

The Employer shall not suspend, discharge, or take any disciplinary action against an employee without just and reasonable cause. If practicable, the Union and the Employee shall be notified and the reasons for the discipline provided, in writing, to the Union and the Employee prior to the imposition of any suspension, discharge, or other disciplinary action.

In the event the Employer names a new chief, or assistant chief, or captain the prior incumbents shall remain in the unit as detectives with all of the wages, hours and other terms and conditions of employment as set forth herein and with no reduction in seniority or longevity.

### ARTICLE X

#### EVALUATION AND PERSONNEL FOLDERS

##### 10.1 Personnel File Access

Employees within the bargaining unit will have the right, upon request, to review the contents of their personnel file. The employee shall have the right to submit a statement concerning any material in his file. Such statement shall become a part of his personnel file.

##### 10.2 Personnel File Maintenance

No material shall be placed in the personnel file without notification to the employee or without an opportunity for him to read the material. He may acknowledge that he has read such material by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that he has read the material and does not indicate agreement with its contents. The reading and acknowledgement of such material shall take place in the presence of the Employee Relations Director or his designee. The employee shall have the right to answer any material so filed and his answer will become part of his personnel file.

## ARTICLE XI

### COMPENSATION

#### 11.1 Pay Scales

Wages for the duration of this Agreement shall be as set forth on the attached scale. There will be a \$1250 differential for the Lieutenant salary, retroactive to December 1, Thereafter, the scale increases each year by the percentages indicated. Because the differentials are built into the scale, there are no additional payments to the command officers.

Wages will be retroactive to January 1, 2014 at 3% Effective January 1, 2015, wages will be increased 3% Effective January 1, 2016, and wages will be increased 3%

New employees in Detective classification work on entry level scale: 70%, 80%, 90%, top rate after 4 years.

Detectives who retire and are called to testify by the District Attorney are to be compensated at the rate they retire at. Accounts to be set up through Central Services and a vendor number would be established for payment

Full-time unit employees will receive a longevity increment of \$.50 cents an hour beginning in the sixth year of service. The longevity increment shall be increased from **\$.50** cents to **\$1.00** an hour beginning with the Sixteenth (16) year of service.

A shift differential of \$.45 cents an hour shall be applied prospectively only for any work by an employee who is scheduled to work a shift starting at 3:00 p.m. or thereafter. The shift differential shall be paid for all hours worked on such eight hour shift. The shift differential shall not apply to hours worked by an employee who works overtime beyond the daylight shift or because the employee is called out to work after the daylight shift.

#### 11.2 On Call Pay

On call pay shall be \$375 per week

## ARTICLE XII

### EXPENSES

#### 12.1 Mileage Allowance

An employee who is required by the County to use his personal vehicle shall be paid the maximum per mile rate which the Internal Revenue Service allows for such mileage.

#### 12.2 Meal Allowance

Meals eligible for reimbursement will be reimbursed in accordance with the following schedule:

Breakfast	\$ 7.00 per day
Lunch	\$ 9.00 per day
Dinner	\$18.00 per day

Tips up to 15% on the above are reimbursable. Meals for non-local travel are limited to \$50.00 per day, plus 15% tip.

All reimbursements are subject to the other terms set forth in County's Travel policy. The policy may be modified from time to time and that the policy determines the reimbursement for the unit

## ARTICLE XIII

### HOLIDAYS

#### 13.1 Holidays Recognized

The following days shall be recognized as paid holidays for all employees:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Good Friday  
Memorial Day  
Flag Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
General Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

Calendar Day after Christmas  
(Or such workday as the parties may agree)  
Employee's Birthday\*

- \* The employees have the option of observing their birthday on any one of the work days falling within the work week.

### 13.2 Holiday Pay

If an employee works on any one of the days set forth in Section 13.1, he shall receive his holiday pay, plus Time and One-half (1-1/2) for all hours worked.

### 13.3 Holidays and Schedules

All regular full-time employees shall be entitled to the above-mentioned legal holidays, except when it is necessary to meet operation requirements and maintain service. In this event, any employee scheduled to work on the above-designated holidays shall, at his option, be allowed another day off, as schedules will permit, or be compensated at the rate of Time and One-half (1-1/2) of the regular hourly rate, plus holiday pay.

The County and/or District Attorney may establish a Monday to Friday afternoon shift. Such shift will be staffed by a bargaining unit member who is assigned "on-call" responsibility in that calendar week. The staffing responsibility for this afternoon shift shall be rotated equally amongst the members of the bargaining unit. In addition to the above, the District Attorney may alter a detective's normal 8:30 A.M. - 4:30 P.M. shift on a temporary basis if their assignments necessitate working another shift to complete that assignment.

### 13.4 Holiday Credits

An employee on sick leave or vacation, who would otherwise be entitled to a paid holiday, shall not have the holiday charged against his sick leave or vacation credit.

### 13.5 Holiday Absences

All employees must be in compensable status on the day preceding a holiday and the day succeeding a holiday in order to be paid for the holiday. Any absence on these days must be reported to the office of the Employee Relations Director before 9:00 A.M. on the day of the absence.

13.6 For employees regularly scheduled on a Monday through Friday schedule, when a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

For other employees, the holiday shall be observed on the actual date set for the holiday.



## ARTICLE XIV

### VACATIONS

#### 14.1 Vacation Ranges

All employees shall receive the following vacations with advance pay:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
6 months to 1 year	1 week
1 year to 4 years	2 weeks
4 years to 8 years	3 weeks
8 years to 10 years	4 weeks
10 years to 12 years	4 weeks, 2 days
12 years to 15 years	4 weeks, 4 days
15 years and over	5 weeks

#### 14.2 Vacation Earned

Vacation entitlement is based on continuous service with the County and is earned as of the employee's anniversary date. Vacations are considered earned as of January 1 of each calendar year, however if the employee ceases employment in a year in which additional vacation is earned and terminates employment prior to the anniversary date then, if the additional vacation has been used, the employee shall reimburse the county for the unearned vacation.

The employee must pick their vacation by April 1, of each year. Employees who do not pick their vacation by April 1, will be permitted to pick vacations on a first come, first served basis, provided that this vacation does not interfere or limit the departmental needs, with the seniority as the tie breaker in case of disputes between employees.

#### 14.3 Vacation Scheduling

Each March 1, the County shall supply vacation preference forms to employee, subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority as it relates to total years of service with the County, shall be given the choice of vacation period in the event of any conflict in selection, provided the form is returned no later than April 1.

In the event the vacation preference forms are not returned in a timely fashion, then continuous service shall not apply and employees shall be assigned other weeks of vacation.

#### 14.4 Vacation Credit

If a holiday occurs during employee's vacation period, such employee, at his option, shall be either entitled to an additional day's pay in addition to his regular vacation pay, or to an additional day off, with pay, at a time mutually agreeable between the County and the employee.

#### 14.5 Termination Notice

Employees must work out a Two (2) week notice, prior to termination, or forfeit accrued vacation.

### ARTICLE XV

#### JURY DUTY

##### 15.1 Jury Duty Compensation

Any employee, who has been called to jury duty, shall be compensated, by the Employer, the amount of money necessary to equal the difference between the employee's regular pay and the compensation received for jury duty. If an employee serves on jury for Five (5) days, Monday through Friday of such week, he shall receive the overtime rate. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service by a jury notice of summons and the amount of pay received for such service.

##### 15.2 Jury Duty Notification

When an employee receives notice that he is to report for jury duty, he shall notify his appropriate personnel director immediately after the employee receives notice.

##### 15.3 Jury Duty Status

An employee on jury duty shall be considered the same as being at work.

### ARTICLE XVI

#### BEREAVEMENT LEAVE

##### 16.1 Days Permitted

In case of death in the immediate family, three (3) days, with pay, will be granted to employees at straight time rate. Immediate family is defined as husband, wife, children, parents, brother, sister, grandmother, grandfather, grandchildren, parent-in-law, brother-in-law, sister-in-law, step-parents and step-children.

## 16.2 Near Relatives

In the event of death of other near relatives or persons living in the employee's household, one (1) day off, with pay, at straight time rate will be granted to employees for the purpose of attending the funeral if it is scheduled during the employee's regular scheduled work day. Near relative is defined as an individual related by blood or marriage to the employee.

## 16.3 Bereavement Travel

Additional time may be granted to employees in the event travel is required in order to attend the funeral of those mentioned above, upon application by the employee to the appropriate supervisory employee.

# ARTICLE XVII

## SEVERANCE NOTICE GUARANTEE

### 17.1 Termination Notice

The Union and all employees affected shall receive Thirty (30) days calendar notice of termination or layoff. If such notice is not provided, the employee shall receive Four (4) weeks pay in lieu of the notice.

# ARTICLE XVIII

## SICK LEAVE, ABSENTEE CONTROL, AND PHYSICAL EXAMINATIONS

### 18.1 Sick Day Computation

Each employee, effective January 1, shall receive Ten (10) sick days per years. New employees shall receive Five-sixth (5/6) day per month.

### 18.2 Sick Day Accumulation and Allowance

Employees may accumulate sick leave up to a maximum of One Hundred (100) days.

Effective January 1, 1984, for the period from December 1 of any year to November 30 of the following year, employees may receive Thirty (\$30.00) Dollars per day for each sick day, (any sick day granted after January 1, 1984), accumulated and not used, so long as such employee has accumulated at least Fifty (50) sick days, (both new days and those accumulated prior to January 1, 1984).

The yearly computation for sick day accumulation and allowance shall be from December 1 of a calendar year to November 30 of the following calendar year.

Employees need not receive thirty (\$30.00) dollars per accumulated but not used "new sick days" at the end of November, 1984, and thereby may continue to accumulate them for retirement.

At retirement, employees shall continue to receive eight (\$8.00) dollars per sick day accumulated prior to January 1, 1984, and thirty (\$30.00) dollars for any sick day accumulated after January 1, 1984, which has not already been traded in a prior year.

There shall be a maximum of Ten (10) sick days available to be traded for compensation each year.

There shall be no sick leave accumulation of old or new days over One Hundred (100) Days, and those over One Hundred (100) shall be paid for.

Sick days used and taken will be on the basis that first days accumulated are the first days used.

#### 18.3 Personal Attendance Bonus Days

Effective January 1, 1984, if a full-time employee has perfect attendance for the period from December 1 through May 31, such employee shall receive a bonus personal day to be taken in the following Six (6) months.

If an employee has perfect attendance from June 1 to November 30, of any year, such employee shall receive One (1) bonus personal day to be taken in the next Six (6) months.

If an employee has perfect attendance for the period from December 1 of any year, through November 30 of the following year, such employee shall receive a third additional bonus day to be taken within the next Six (6) months.

#### 18.4 Absence Control Problem

The attached Absence Control Program, attached as Attachment 3, shall be effective for the duration of this Agreement.

#### 18.5 Employee Examinations

If in the judgment of the County, an employee does not appear able physically to perform the duties of his occupation, the County may have the employee examined to determine if the employee is able to continue in his occupation. The cost of the examination shall be borne by the County.

## ARTICLE XIX

### LEAVES OF ABSENCE

#### 19.1 Military Leave

Any employee entering military service shall have re-employment rights in accordance with the Federal and State statutes pertaining to such military service.

#### 19.2 Parental Leave

Parental leaves shall be granted at the request of an employee. Any disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or related sickness shall be treated as such under any and all terms and conditions of this Agreement including, but not limited to, insurance programs.

Any and all written and/or unwritten employment policies and practices, including matters such as the commencement and duration of leave and the availability of any extensions thereof, the accrual of seniority, reinstatement, payment under any medical or disability insurance or sick leave plan and any other benefits and/or privileges under this contract, shall be applied to disabilities caused or contributed to by pregnancy, miscarriages, abortion, childbirth, and/or recovery from any of the aforesaid in the manner, without discrimination, as applied to all other sickness and disabilities.

The County agrees that an employee may use up to four (4) weeks of accrued sick leave for the birth of a child or adoption, which shall be considered FMLA leave.

#### 19.3 Sickness Leave

The County agrees to grant a leave of absence, without loss of seniority rights and without pay, to employees who are unable to work due to such employee's own non-occupational sickness or accident.

The leave may extend up to a maximum of One (1) year, and may be for any shorter period which is mutually agreeable by the parties.

Employees who request and receive such a leave of absence due to non-occupational sickness or accident will have the benefits provided under the County's hospitalization-surgical program, and the County's dental program, for a period of Six (6) months following the month in which the leave is granted but, after such period, the employee must make his own arrangements for the continuation of such program.

19.4 Employees receiving sickness and accident benefits or an unpaid leave of absence will not accrue sick days, vacation days, holidays or personal days.

## 19.5 FMLA

The attached FMLA Policy, attached as Attachment 4, shall be effective for the duration of this Agreement.

## ARTICLE XX

### PERSONAL DAY

#### 20.1 Definition

Each employee shall be allowed One (1) paid day, per year, for personal use, provided Twenty-four (24) hours notice is given to the Department Head.

## ARTICLE XXI

### HOSPITALIZATION/SURGICAL MAJOR MEDICAL INSURANCE

#### 21.1 Hospitalization Plan

Effective July 1, 2014 the County shall provide Hospitalization/Surgical/Major Medical Insurance benefits through the "home host" model as outlined in Attachment B of this Agreement. In general terms, the home host model requires employees to utilize hospital services provided by the Tier 1 hospitals; otherwise individual deductibles and coinsurance amounts are higher. Attachment A is only a general outline of the program. Exact terms of the program are set forth in agreements between the County of Beaver and various health care network providers and shall determine the actual extent of coverage. Physician Services effective July 1, 2006 will be provided through Health Coalition Partners/Intergroup, or other such physician network as determined by the County. There will be a reopener on January 1, 2015 relating to health care only

#### 21.2 Medical Coverage Contribution and Prescription Drug Co-Pays

- A. *Medical Coverage Contribution*  
*Co pays for physician services shall be \$20 for primary care physicians and \$25 for specialists visits Emergency room co pay increases from \$25 to \$50*
- B. *Prescription Drug Co-Pays*  
*Prescription drug benefits will be provided subject to the following conditions and co-pays*

Drug program shall be mandatory generic for maintenance drugs from Express Scripts or other mail order provider selected by the County. Maintenance drugs are defined as any prescription exceeding a thirty (30) day supply and/or with multiple refills. All drugs will be subject to a three tiered formulary as determined by the County's Pharmacy benefit manager and will be subject to the following co pays:

	Retail (30 day supply)	Mail Order (90 day supply)
Generic	\$5	\$10
Preferred Brand	\$10	\$10
Non-Preferred	\$25	\$40

There will be no dispense as written (DAW) or Single Source exceptions to the co-pay provisions

The County may at any time during the term of this Agreement provide the benefits agreed to herein with any other network and/or provider, provide that employees receive no reduction in benefit or network coverage.

#### Employee Benefit Contribution

Effective January 1, 2014, each employee covered by the County's Benefit Program for Hospitalization and Physician services shall contribute 1.75% (one and three quarters percent) of his or her base wage(excluding overtime, shift differential, etc.) toward the cost of providing the benefit. Contribution will be deducted from each pay. On January 1, 2015, the contribution will be 2%. On January 1, 2016 the contribution will be 2%. Employees off the payroll or extended leave will be required to make appropriate arrangements to pay the required contribution in order to maintain coverage. Failure to make timely payment will result in loss of coverage.

#### Sickness and Accident Insurance

- A. The County shall provide full time employees with sickness and accident benefits at the lesser of sixty six percent (66%) of gross pay or Three Hundred dollars (\$300.00) per week. Benefit shall be for twenty six (26) weeks. Employees on FMLA will use sick and or package day balance down to twenty (20) days.
- B. Employees shall be permitted to receive the benefit of this Section beginning on the twenty-first (21<sup>st</sup>) day of absence due to an accident or illness

C. Employees returning from a leave of absence must return to active employment for a minimum of ninety (90) calendar days to be eligible for further sickness and accident benefits.

The County may at any time during the term of this Agreement provide substantially equivalent benefits as described herein with any other network and/or provider.

### 21.3 Hospitalization Waiver

If an eligible employee waives the right to participate in the health insurance program described above for any three (3) consecutive months, such employee shall receive a payment of Two hundred dollars (\$200.00) from the County at the end of the three (3) month period. Each month would be worth \$66.67. Employees who have waived coverage are eligible for reinstatement during an open enrollment period, effective September 1 through September 30 each year.

The County may at any time during the term of this Agreement provide the benefits agreed to herein with any other network and/or provider, provide that employees receive no reduction in benefit or network coverage.

For the fourth year of this Agreement, it is agreed that the medical benefit program will be changed, if necessary, to conform to the benefit program negotiated between the County and the Union for those bargaining units whose contracts expire in December, 2004. Representatives of the bargaining unit may participate in discussions concerning any change to the benefit program.

### 21.4 Duration of Medical Coverage

Employees with more than two years of continuous service on the date they cease work because of occupational injury or illness will have their health coverage continued for a period of twelve (12) months from the end of the month last worked. Employees absent for any other reasons will have their health coverage continued until the end of the month in which they last worked.

Employees terminated for cause by the County shall have their health coverage terminated effective their last day worked.



## ARTICLE XXII

### NON DISCRIMINATION

#### 22.1 Non-Discrimination

No employee, or applicant for employment covered by this Agreement, shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, religious creed, color, marital status, or national origin. The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

#### 22.2 Political Discrimination

No employee shall be reduced in rank, terminated, laid off, or suffer a loss of any benefit of employment because of political activity or inactivity. All employees agree to carry out all policy decisions of Elected Officials as soon as such decisions are communicated to the employees.

## ARTICLE XXIII

### SEPARABILITY AND SAVINGS CLAUSE

#### 23.1 Separability Clause

If any Article of this Agreement should be held invalid by operation of law or by any governmental agency or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement or the application of such Article or Section to persons or circumstance, other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### 23.2 Savings Clause

In the event that any Article or Section is held invalid or enforcement of, or compliance with, which has been restricted as above set forth, the parties shall meet for the purpose of arriving at a mutually satisfactory replacement. Should the parties be unable to agree on such replacement, the dispute shall be resolved, beginning at Step Three, in accordance with the grievance procedure.

## ARTICLE XXIV

### TERM OF AGREEMENT

#### 24.1 Length of Contract

The term of this Agreement shall be from January 1, 2014 to December 31, 2016 and shall continue thereafter unless either party notifies the other of its' desire to modify or change the Agreement in accordance with the Police and Fire Fighters Collective Bargaining and Arbitration Act, commonly known as Act 111, Act of June 24, 1968 P.L. 237 No. 111. Retroactive pay calculations should be nearest to the first pay of the year.

IN WITNESS WHEREOF, the parties intending to be bound hereby, have set their hands and seals this

FOR THE COUNTY:

DATE

FOR THE UNION:

DATE:

\_\_\_\_\_  
Tony Amadio, Chairman  
County Commissioners

\_\_\_\_\_  
Bob Heberle

\_\_\_\_\_  
Joe Spanik  
County Commissioner

\_\_\_\_\_  
Rob Chamberlain

\_\_\_\_\_  
Dennis Nichols  
County Commissioner

\_\_\_\_\_  
S. Richard Darbut,  
Manager of Personnel

\_\_\_\_\_  
Bernard Rabik  
Special Labor Counsel

\_\_\_\_\_  
WITNESS AND ATTEST  
Tracey Patton  
Chief Clerk

## **ATTACHMENT 1**

### **WORKPLACE HARASSMENT POLICY**

**Beaver County (the “County”) respects the dignity and professionalism of each of its employees, and is committed to maintaining a work environment that is free from discrimination and unlawful harassment. In furtherance of this commitment, the County absolutely prohibits unlawful workplace harassment on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the complaint/investigatory process) or other protected status.**

**Harassment consists of unwelcome conduct, whether verbal, physical or visual, on the basis of sex (with or without sexual conduct), race, color, age, national origin, religion, disability, protected activity (*i.e.*, opposition to prohibited discrimination or participation in the statutory complaint process) or other protected status which unreasonably interferes with an individual’s job performance or otherwise creates an intimidating, hostile or offensive working environment, or which results in a tangible employment action such as hiring, firing, promotion or demotion. Harassment may include derogatory remarks, epithets, offensive jokes, the display or circulation of offensive printed or visual material or offensive physical actions.**

**Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitute unlawful sexual harassment when:**

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;**
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or**
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.**

**Sexual harassment also includes unnecessary touching of an individual or unwelcome physical contact such as patting, pinching or brushing against another, subtle pressure or request for sexual activities, referring to or calling an individual by an endearing, demeaning or sexual term, a display in the workplace of sexually suggestive objects, pictures, cartoons or posters, graphic verbal commentaries about or leering at an individual’s body, sexually degrading words used to describe an individual, sexually explicit, suggestive or offensive comments, jokes or teasing, preferential or derogatory treatment based on gender, verbal abuse of a sexual nature, physical or sexual assault, or other similar behavior.**

All employees are responsible for helping to enforce the County's policy against harassment. Any individual who believes that he or she has been the victim of prohibited harassment must *immediately report* such conduct to his or her supervisor so that the situation can be promptly investigated and remedied. An employee should not wait until the suspected harassment becomes severe or pervasive. An employee who is uncomfortable for any reason in bringing such matter to the attention of his or her supervisor, or who is not satisfied after bringing the matter to the attention of his or her supervisor, should report the matter to the Employee Relations Director or to the Assistant Employee Relations Director. Any supervisor who receives a complaint of harassment must immediately report the matter to one of the foregoing County officials. Any questions about this policy or suspected harassment should also be brought to any of the same persons.

The matter will be promptly, thoroughly and impartially investigated and all allegations of harassment will be kept confidential to the extent possible. The alleged harasser will not have any direct or indirect control over the investigation. Employees should be aware that the County may, under certain circumstances, use an outside source to assist in the investigation of such complaints. In any event, an investigation will include, at a minimum, interviews of the employee who complained of harassment, the alleged harasser(s), and others who could reasonably be expected to have relevant information. If the County determines that harassment occurred, it will take immediate measures to stop the harassment and ensure that it does not recur. The Union will be informed in timely fashion of accusations made against Union members.

The County absolutely will not tolerate unlawful workplace harassment. The County also will not tolerate retaliation against anyone who files a bona fide complaint of harassment or who participates in an investigation. Any employee who is determined to have violated this policy, whether hourly or salary, will be subject to disciplinary action, up to and including discharge.

Any discipline imposed on a bargaining unit employee is subject to review in accordance with the grievance and arbitration provisions of the applicable collective bargaining agreement. In all other aspects, the Union shall have no obligation for enforcement of this Workplace Harassment Policy, and shall have no authority over the County's implementation and application of the Policy.

## ATTACHMENT 2

### WAGE SCALE

	Current Hourly Rate	1/1/2009			1/1/2010			1/1/2011			1/1/2012			1/1/2013		
		2.50%	Annual	1.00% Health Care Contribution	3.00%	Annual	1.25% Health Care Contribution	3.00%	Annual	1.25% Health Care Contribution	3.25%	Annual	1.50% Health Care Contribution	3.50%	Annual	1.50% Health Care Contribution
Detective	\$29.45	\$30.19	\$62,788	\$627.88	\$31.09	\$64,672	\$808	\$32.02	\$66,612	\$833	\$33.07	\$68,777	\$1,032	\$34.22	\$71,184	\$1,068
Detective Lieutenant	\$30.12	\$30.87	\$64,038	\$640.38	\$31.80	\$66,142	\$827	\$32.75	\$68,126	\$852	\$33.82	\$70,340	\$1,055	\$35.00	\$72,802	\$1,092
Detective Captain	\$30.56	\$31.32	\$65,150	\$651.50	\$32.26	\$67,104	\$839	\$33.23	\$69,117	\$864	\$34.31	\$71,363	\$1,070	\$35.51	\$73,861	\$1,108
Assistant Chief	\$30.92	\$31.70	\$65,929	\$659.29	\$32.65	\$67,906	\$849	\$33.63	\$69,944	\$874	\$34.72	\$72,217	\$1,083	\$35.93	\$74,744	\$1,121
Chief	\$31.67	\$32.46	\$67,511	\$675.11	\$33.43	\$69,536	\$869	\$34.43	\$71,622	\$895	\$35.55	\$73,950	\$1,109	\$36.80	\$76,538	\$1,148
Entry Scale	70%	\$21.13	\$43,952	\$439.52	\$21.76	\$45,270	\$566	\$22.42	\$46,628	\$583	\$23.15	\$48,144	\$722	\$23.96	\$49,829	\$747
	80%	\$24.15	\$50,230	\$502.30	\$24.87	\$51,737	\$647	\$25.62	\$53,289	\$666	\$26.45	\$55,021	\$825	\$27.38	\$56,947	\$854
	90%	\$27.17	\$56,509	\$565.09	\$27.98	\$58,204	\$728	\$28.82	\$59,951	\$749	\$29.76	\$61,899	\$928	\$30.80	\$64,065	\$961

## **ATTACHMENT 3**

### **BEAVER COUNTY ABSENCE CONTROL PROGRAM**

**Policy:** Beaver County shall have an established Absence Control Program to control employee absence and tardiness. The County recognizes the fact that staff will have occasional absences due to illness. Employees recognize the importance of reporting for work as scheduled. This Program is intended to address employees who abuse sick time and/or who are consistently tardy. Employees who abuse sick time, and/or who are consistently late for work are failing to meet their obligations as employees, are inconveniencing their fellow employees and are interfering with the efficient provision of government services to the public. Such employees will be subject to discipline as set forth below.

#### **I. Responsibility to Report Off**

**A.** All employees shall report off to the person designated by his/her Office or Department prior to the start of the shift, unless circumstances (*e.g.*, severe illness, incapacity, etc.) prevent them from so doing.

**B.** The employee must speak to the designated person when reporting off, unless different arrangements have been made in advance by the Office or Department management.

**C.** Failure to report off in the proper manner shall result in disciplinary action as set forth below.

**D.** Failure to report for work as scheduled, or failure to properly report off from work in accordance with the above procedure, shall be considered a “no show” and will result in the following disciplinary action:

- 1.** First offense – oral warning.
- 2.** Second offense – written warning.
- 3.** Third offense – three (3) day suspension.
- 4.** Fourth offense – discharge.

Employees affected by changes to the posted schedule shall be notified promptly by Management.

#### **II. General Rules for Sick Time**

**A.** Written Verification shall be required for sick time of more than three (3) consecutive scheduled days, or when sick time is used in conjunction with scheduled days off, vacation time or holidays in a manner that suggests that abuse is occurring (see below). Employees may be required to present a doctor’s excuse for any absence that occurs if they are under

**the absence control program. The verification shall come from a physician or other health care provider and shall at minimum describe the medical or physical facts and/or condition for which the employee sought consultation or treatment.**



**B. Discipline under this policy will usually be progressive. In those cases where a pattern of absenteeism and/or sick leave abuse is suspected, the Employer will advise the employee of the suspected abuse and discuss the matter with the employee. Patterned illness or tardiness may be demonstrated, for example, by evidence that sick days are consistently used in conjunction with vacation, holidays or other days off. The total circumstances of an employee's use of sick leave, rather than a numerical formula, shall be the basis upon which the Employer's final determination is made. At the end of that discussion, Management will determine whether to issue discipline in accordance with the progressive disciplinary policy set forth above.**

**C. Under normal circumstances, an employee who works six (6) months without an infraction will revert to the previous step in the progression. For example, if an employee who has received a written warning (Step 2) works six (6) calendar months after that suspension without incurring an additional infraction; he/she will have the warning removed from the Attendance Program record. A new infraction (other than a pattern infraction) will then result in the issuance of an oral warning (Step 1 of the policy).**

**D. Management reserves the right to impose greater discipline than called for under the progressive disciplinary schedule in response to severe abuses of the absenteeism policy.**

**E. All discipline issued in connection with the Absence Control Program shall be subject to the contractual grievance procedure.**

## **ATTACHMENT 4**

### **FAMILY AND MEDICAL LEAVE POLICY**

#### **PURPOSE:**

**This Policy is intended to address situations arising under the Leave of Absence provisions of the County's labor agreements with the SEIU, and under the Family and Medical Leave Act (FMLA). Its purpose is to outline the conditions under which an employee and/or the County may:**

- request leave;**
- determine eligibility for leave; and**
- designate an absence/leave as**

**leave under the FMLA and under the Leave of Absence provisions contained in collective bargaining agreements.**

#### **I. FMLA LEAVE**

**FMLA allows eligible employees to take job-protected, unpaid leave or appropriate accrued paid leave, ("FMLA leave") for up to a total of 12 work weeks in any 12-month period because of:**

- the birth of an employee's child;**
- the placement of a child for adoption or foster care with an employee;**
- circumstances where the employee is needed to care for a child, spouse, or parent who has a serious health condition; or**
- the employee's own serious health condition which make him/her unable to perform the functions of his/her job.**

**The County does not normally count absences due to injury or illness under the Workers' Compensation Act against an employee's FMLA or contractual leave entitlement. Absence due to compensable illness or injury will count as FMLA leave only when an employee declines an offer of a Transitional Duty assignment during the first twelve (12) weeks after a compensable injury.**

## **II. CONTRACTUAL LEAVE**

*Under the Leave of Absence provisions of the County's labor agreements, a leave of absence without pay will be granted for up to one (1) year to employees unable to work because of non-occupational sickness or accident.*

Under both FMLA and Contractual Leave, eligible employees will have health benefits maintained as if they had continued to work instead of taking the leave. Health benefits shall be maintained for a maximum of six (6) months. Under the County Retirement Program, any period of leave, up to a maximum of one year, will not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate.

Spouses who are both employed by the County are entitled to a combined total of 12 weeks of FMLA leave (rather than 12 weeks each) in any 12 month period for the birth or care of the employees' child, for the placement in adoption or foster care of a child and care after placement, or for the care of a parent with a serious health condition. Spouses are each entitled to up to one year of leave for non-occupational sickness or accident under the labor agreement.

## **III. SCOPE OF POLICY**

This policy applies to all FMLA leaves and Contractual leave for hourly and salaried employees, whether requested by the employee, or designated by the County.

If an employee is entitled to both FMLA leave and any other type of accrued leave (*e.g.*, vacation, personal days, sick days and contractual leave), the time periods will run concurrently and employees must use available accrued leave while on FMLA leave, except that employees are permitted at their option to keep up to twenty (20) sick days in reserve for their own personal illness. For leave to care for a child or family member, an employee is required to use all unused vacation and personal days during the leave period

## **IV. ELIGIBILITY FOR FMLA LEAVE**

To be eligible for FMLA leave, an employee must have been employed by the County for at least 12 months and must have worked at least 1,250 hours during the 12-month period preceding the beginning of the leave. The employee must also provide appropriate medical certification of eligibility for FMLA leave.

## **V. REQUEST FOR FMLA LEAVE**

An employee must provide the County at least 30 days advance notice before FMLA leave is to begin if the need for FMLA leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or family member. The employee's request for FMLA leave should:

- be in writing;
- set forth the reason for the requested leave;
- contain the anticipated duration of the leave; and
- designate the expected start date of the leave.

If 30 days advance notice is not practicable, such as because of the lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as possible and practical, taking into account all of the facts and circumstances in the individual case. This ordinarily means that employees are expected to give at least verbal notification to the County within one or two business days of when the need for leave becomes known to the employee.

When the leave is for planned medical treatment, the employee must consult with the County and make a reasonable effort to schedule the leave so as not to unduly disrupt the County's operations, subject to the approval of the health care provider.

In those cases where an employee has not designated an absence/leave as FMLA leave, and the County receives information indicating that the employee's absence/leave may be for FMLA-covered reasons, the County reserves the right to designate such absence/leave as FMLA leave, and to count that time toward the employee's total 12-week entitlement of FMLA-covered leave. In such circumstance, the County may require the employee to have certification completed by a health care provider to confirm that the leave is for a FMLA-covered reason.

## **VI. REQUIRED MEDICAL CERTIFICATION**

The County will require medical certification to support FMLA and contractual leave. The Employee Relations Department will provide each employee who may qualify for either type of leave with an appropriate form requesting medical certification concerning the need for the employee's absence. The employee must return the medical certification form to the Employee Relations Department within a *reasonable* time period (*normally* 15 calendar days after the employee receives the County's medical certification form). Failure of an employee to return the certification form in a timely fashion in cases of

foreseeable leave may delay the taking of leave. Failure of an employee to return the certification form in a timely fashion in other cases may delay the continuation of leave. Failure of an employee to return the certification form at all will result in the loss of all FMLA benefits and protections, because the leave will not be FMLA leave.

If the minimum duration of the period of incapacity furnished by the health care provider is more than 30 days, no re-certification will *normally* (see exceptions set forth below) be required until the minimum initial period of incapacity has passed. The County reserves the right, however, to request subsequent and/or additional certification of FMLA and contractual leave every 30 days where the leave is for pregnancy, chronic, or permanent/long-term conditions under continuing supervision of a health care provider. The County further reserves the right to request subsequent and/or additional certification of FMLA leave where:

- leave is on an intermittent or reduced leave schedule basis and the minimum period specified on the original certification as necessary for such leave and treatment has passed.
- the employee requests an extension of FMLA leave;
- circumstances described by the previous certification have changed significantly;
- the County receives information that casts doubt upon the employee's stated reasons for the absence; or
- the County has reason to question the appropriateness of the leave and/or its duration.

The County may require a second medical opinion at its own expense by a health care provider designated by the County (but who is not employed on a regular basis by the County) if it doubts the validity of a medical certification. If the first and second opinions differ, the County may require the opinion of a third health care provider. The third health care provider must be approved jointly by the County and the Union, and must be paid for by the County. The opinion of the third health care provider will be final and binding on the County and the employee.

Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to FMLA leave and/or contractual leave. The employee is not entitled to be paid for the time or travel costs spent in acquiring the medical certifications, but the employee may request a copy of the second (or third) medical opinion. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave will not be designated as FMLA leave. The leave may be treated as Contractual Sickness leave under the labor agreement in conformity with the requirements for use of

**Contractual Sickness leave (i.e., contractual leave may only be used for the employee's personal illness/injury, not for care of spouse, children, etc.).**

## **VII. INTERMITTENT OR REDUCED SCHEDULE FMLA LEAVE**

**FMLA Leave may be taken on an intermittent or reduced-leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time. Eligibility for intermittent or reduced schedule leave will be determined as follows:**

### **A. Intermittent/Reduced Leave Schedule after the Birth or Placement of a Child for Adoption or Foster Care**

**When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave on intermittently or on a reduced leave schedule only if the County agrees. If, however, a mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition, County agreement is not required, and such leave may be taken as long as proper certification of the necessity of such leave is provided.**

### **B. Intermittent/Reduced Leave Schedule for Serious Health Condition**

**Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition under the supervision of a health care provider, or for recovery from treatment or recovery from a serious health condition. It may also be taken to provide care or psychological comfort to an immediate family member with a serious health condition. Examples of such leave include:**

- 1. Where treatment for the serious health condition is required periodically, rather than for one continuous period of time, and may include leave periods ranging anywhere from an hour or more to several weeks.**
- 2. Where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic or serious health condition even if he or she does not receive treatment by a health care provider.**

**When intermittent or reduced leave schedule is requested, the employee must attempt to work out a schedule with the County which meets the employee's needs without unduly disrupting the employee's operations, subject to the approval of the health care provider. Where leave is taken on an intermittent or reduced leave schedule basis, the County reserves the right to limit such leaves to the shortest period of time (one hour or less) that the County payroll system uses to account for absences or use or leave.**

**In cases of intermittent or reduced leave schedule, the amount of leave used toward an employee's total 12-week FMLA entitlement will be determined on a pro-rated basis by comparing the employee's former normal schedule with the new FMLA leave schedule.**

#### **VIII. DELAY/DENIAL OF FMLA AND LEAVE**

**The County may delay and/or deny FMLA leave under the following circumstances:**

- where the employee fails to give timely advance notice when the leave for FMLA is foreseeable, the County may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave;**
- where an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the County may delay continuation of FMLA leave until the employee submits the certification;**
- where an employee never provides requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the leave is not FMLA leave.**

## **IX. EMPLOYEE HEALTH BENEFITS DURING LEAVE**

Group health care coverage will continue for employees on leave as if they were still working. The maximum period of such coverage is six (6) months. After six (6) months, employees are responsible for making sure the County receives premium payments in accordance with applicable COBRA regulations. The Employee Relations Department will provide a schedule of payment amounts and due dates.

## **X. RETURN TO WORK REQUIREMENTS**

Employees on approved FMLA leave or Contractual leave may be required to periodically report their status and intent and ability to return to work.

Where an employee has taken leave for his/her own serious health condition that made the employee unable to perform his/her job, the employee may be required to obtain and produce certification of his ability to return to work and undergo a fitness for duty examination. This requirement will only be imposed where all similarly situated employees in the employee's job class are required to undergo such examination before returning to work from workers' compensation, disability or FMLA leave. The fitness for duty certification for return from FMLA leave will only be sought concerning the particular health condition that caused the employee's need for FMLA leave. This fitness-for-duty exam will not be required when the employee has taken an intermittent leave for his/her health condition.

## **XI. REINSTATEMENT AT CONCLUSION OF FMLA LEAVE**

At the conclusion of FMLA leave, an employee will be reinstated to an equivalent position with equivalent terms and conditions as the employee held prior to taking FMLA leave. An employee has no greater right to reinstatement and to other benefits and conditions of employment, however, than if the employee had been continuously employed during the FMLA leave period.

If at the conclusion of the 12-weeks of FMLA leave, the employee is unable to return to work, the employee no longer has the protections of FMLA. Contractual Sickness leave may be available, however.

## **XIII. PENALTIES FOR FRAUD**



**An employee who fraudulently obtains FMLA or contractual leave from an employer is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the County will take all available appropriate disciplinary action against such employee due to such fraud.**

#### **XIV. ACCRUED PAID LEAVE**

**Any accrued paid leave time (*e.g.*, vacation, sick days, personal days) held by an employee at the time FMLA leave or contractual sick leave is taken must be used concurrently with FMLA leave or contractual leave, except that the employee has the option of preserving up to twenty (20) sick days for the employee's own personal illness.**

## **ATTACHMENT 5**

### **TRANSITIONAL DUTY**

#### **Section 1**

The County and the Union agree to implement a Transitional Duty Program to help control workers' compensation expenses and to assist employees to return to work after compensable injury. From time to time, employees may be unable to perform the full range of duties required of their regular job due to job-related injury or disease compensable under the Pennsylvania Workers' Compensation Act. In order to provide gainful employment to these individuals, the County may create transitional duty jobs within the Bargaining Unit. These jobs may be filled only by County employees who are subject to work restrictions as a result of compensable work-related injury or disease. These jobs may also be offered on a voluntary basis to employees on non-occupational disability, including pregnancy.

#### **Section 2**

The right to determine whether or not to create or eliminate transitional duty jobs and the assignment of eligible employees to fill such jobs shall be vested exclusively in Management.

- (a) Transitional duty jobs shall not be filled in accordance with the posting and bidding provisions of this Agreement.
- (b) Assignment to transitional duty jobs shall be subject to the nondiscrimination provisions of this Agreement.
- (c) Transitional duty jobs shall not be used to erode the Bargaining Unit or reduce permanent staffing requirements.
- (d) Employees assigned to transitional duty jobs shall not be subject to the layoff and recall provisions of this Agreement.
- (e) In the event of a layoff, transitional duty employees shall not be used to perform work which would otherwise have been performed by employees on layoff.
- (f) Except as otherwise set forth in this Agreement, employees assigned to transitional duty jobs shall not lose seniority or other contractual benefits as a result of said assignment.

- (g) Employees on non-occupational disability, including pregnancy, may decline offers of transitional duty employment without loss of contractual benefits they may otherwise be entitled to under this Agreement.

### **Section 3**

An Employee assigned to Transitional Duty shall earn the same hourly wage as he/she was earning before suffering the compensable injury. Unless mutually agreed otherwise, the employee will be assigned to the same shift as he/she was working at the time of the injury.

In the event the earnings of an employee assigned to transitional duty exceed the employee's average weekly wage at the time of the compensable injury, the employee shall no longer be entitled to partial disability payments in accordance with the Pennsylvania Workers' Compensation Act. The employee shall execute any necessary supplemental agreements to suspend temporary disability payments. In the event the injury recurs and workers' compensation benefits are reinstated the employee's average weekly wage will be calculated, in accordance with the Workers' Compensation Act, as of the date of the original injury.

### **Section 4**

Fringe benefits for employees assigned to transitional duty will be determined on the basis of the employee's pre-disability entitlement. For example, a full-time employee assigned to transitional duty on a part-time basis shall receive fringe benefits as though working full-time.

### **Section 5**

Employees in transitional duty jobs shall be returned to their regular jobs at such time as they are medically certified to return to that job. Return shall be accomplished as soon as is practicable after receipt of the requisite certification.

### **Section 6**

The decision as to whether or not to offer a transitional duty position to an employee and whether an employee shall remain in transitional duty position will depend on availability of suitable transitional duty positions and the discretion of the Director of Employee Relations. Transitional duty positions are not regular jobs.

Employees are not required to accept offers of Transitional Duty Assignments during the first twelve (12) weeks after incurring a work related injury. This period corresponds to the period when the employee may be entitled to leave under the Family Medical Leave Act. However, in the event an employee declines an offer of Transitional Duty during the first twelve (12) weeks after incurring a work related injury, the period will be considered as FMLA leave.

Assignment to a transitional duty position shall not exceed 180 calendar days from the first day of assignment. If additional days in the transitional duty position are requested by the employee's attending practitioner based upon a return to

**work within an additional thirty (30) days beyond the original 180 days, the request and any other necessary documentation must be supplied to the County's Employee Relations Director within five (5) business days prior to the end of the initial 180 day period.**

**If at the end of 180 calendar days (except as noted in the preceding paragraph) the employee is not capable of returning to his/her regular position, the Transitional Duty assignment shall terminate, unless mutually agreed otherwise.**

## **Section 7**

**The parties agree that implementation of this Transitional Duty Program will likely require continued monitoring and discussion. The parties agree to meet periodically on request to discuss the Transitional Duty Program and methods to improve it. It is agreed that the Program will be administered in such a fashion as to accommodate the legitimate needs of employees with respect to hours of work and shift assignments. In the event there are any changes to the Program proposed by either the County or the Union, the same will be negotiated.**

## APPENDIX A

### **UPMC/Devon Benefit Program**